

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Eric M. Mertz
Debtor

Case No. 18-12316-ref
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4

User: Keith
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 17, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 19, 2018.

db +Eric M. Mertz, 850 Lincoln Road, Birdsboro, PA 19508-8828

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 19, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 17, 2018 at the address(es) listed below:

FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
KEVIN G. MCDONALD on behalf of Creditor PNC BANK, N.A. bkgroup@kmlawgroup.com
STEPHEN MCCOY OTTO on behalf of Debtor Eric M. Mertz steve@sottolaw.com, info@sottolaw.com,
no_reply@ecf.inforuptcy.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM MILLER*R ecfemail@FredReigleCh13.com, ECF_FRPA@Trusteel3.com
WILLIAM MILLER*R on behalf of Trustee WILLIAM MILLER*R ecfemail@FredReigleCh13.com,
ECF_FRPA@Trusteel3.com

TOTAL: 6

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Eric M. Mertz		CHAPTER 13
	<u>Debtor</u>	
PNC BANK NATIONAL ASSOCIATION		
	<u>Movant</u>	
vs.		NO. 18-12316 REF
Eric M. Mertz		
	<u>Debtor</u>	
Jillian M. Babilon		
	<u>Co-Debtor</u>	11 U.S.C. Sections 362 and 1301
William C. Miller, Esq.		
	<u>Interim Chapter 13 Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$4,753.80**, which breaks down as follows;

Post-Petition Payments:	May 2018 through August 2018 at \$930.70/month
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$4,753.80

2. The Debtors shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtors shall make a down payment in the amount of **\$2,000.00**;

b). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$2,753.80**.

c). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$2,753.80** along with the pre-petition arrears;

d). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due September 1, 2018 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$930.70 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 20, 2018

/s/ Kevin G. McDonald, Esquire

Kevin G. McDonald, Esquire
Attorney for Movant

Date: 5/1/18

Stephen McCoy Otto, Esquire
Attorney for Debtors

Date: 9/12/18

William C. Miller, Esquire
Interim Chapter 13 Trustee

Approved by the Court this 17 day of September, 2018. However, the court retains discretion regarding entry of any further order.

[Signature]
Bankruptcy Judge